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CICHANOWICZ, CALLAN, KEANE, VENGROW & TEXTOR, LLP
61 Broadway, Suite 3000
New York, New York 10006
(212) 344-7042

Attorneys for Defendant SK Shipping Co., Ltd.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VENTURE SUPPLY INC.

Plaintiff,

- against -

SK SHIPPING CO. LTD.

Defendant.

07 Civ. 03735 (WHP)

ANSWER

Defendant SK Shipping Co. Ltd. ("SK Shipping") by its attorneys, Cichanowicz, Callan, Keane, Vengrow & Textor, LLP, answering plaintiff's complaint, alleges upon information and belief as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2.
3. Admits the allegations of Paragraph 3 except denies that it is and was doing business in this jurisdiction.
4. Admits the allegations of Paragraph 4.

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 5.
6. Admits that a cargo of gypsum was delivered to the vessel at the port of Lianyungang, Jiangsu, China on or about December 25, 2005 for transport to the port of Norfolk under bill of lading SKSMLYNF 00022000 (dated December 25, 2005) for freight paid or to be paid, but except as so specifically admitted, denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 6.
7. Admits that the cargo referred to in paragraph 6 above was loaded on board the vessel and that the vessel departed for the port of destination.
8. Denies the allegations of Paragraph 8.
9. Denies the allegations of Paragraph 9.
10. Denies the allegations of Paragraph 10.
11. Denies the allegations of Paragraph 11.

**AS AND FOR AFFIRMATIVE DEFENSES TO ALL CLAIMS, SK SHIPPING
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS**

12. Repeat and reallege each and every admission, denial and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

FIRST AFFIRMATIVE DEFENSE

13. The above shipment was subject to all the terms, conditions and exceptions contained in a certain bill of lading issued therefor for which the shipper, owner, consignee or holder of said bill of lading agreed to be bound and are bound.

SECOND AFFIRMATIVE DEFENSE

11. Any loss and/or damage to the above shipment was due to causes for which SK Shipping is not liable or responsible by virtue of the provisions the applicable Carriage of Goods by Sea Act and/or Harter Act and/or general maritime law.

THIRD AFFIRMATIVE DEFENSE

12. Plaintiff failed to mitigate its damages.

FOURTH AFFIRMATIVE DEFENSE

13. Any damage to and/or loss of the above shipment was caused by or due to the acts, omissions, fault or neglect of the owners of the shipment, the shippers or receivers and their agents or the nature of the shipment, including inherent vice, or resulted from the acts, omissions, fault or neglect of other persons or entities for which SK Shipping is neither responsible nor liable.

FIFTH AFFIRMATIVE DEFENSE

14. Liability, if any, is limited to \$500 per package or, for goods not shipped in packages, \$500 per customary freight unit.

SIXTH AFFIRMATIVE DEFENSE

15. Plaintiff's complaint should be dismissed pursuant to the Korean forum selection clause in the bill of lading under which plaintiff has sued.

SEVENTH AFFIRMATIVE DEFENSE

16. This Court lacks personal jurisdiction over SK Shipping.

EIGHTH AFFIRMATIVE DEFENSE

17. Insufficiency of service of process.

NINTH AFFIRMATIVE DEFENSE

18. The cargo damage and/or loss alleged in plaintiff's complaint was due to insufficiency of packaging of the cargo.

WHEREFORE, SK Shipping prays for:

- (a) An order dismissing plaintiff's complaint;
- (b) An award of all costs including attorneys' fees; and
- (c) Such other and further relief as this Court may deem just and proper.

Dated: New York, New York
July 30, 2007

Respectfully submitted,

CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP
Attorneys for Defendant SK Shipping Co. Ltd.

By: s/ Randolph H. Donatelli
Randolph H. Donatelli (RHD-5359)
61 Broadway, Suite 3000
New York, New York 10006-2802
(212) 344-7042

To: Casey & Barnett, LLC
317 Madison Avenue, 21st Floor
New York, New York 10017
212-286-0225

CERTIFICATE OF SERVICE BY ECF and U.S. MAIL

The undersigned declares under penalty of perjury that the following is true and correct:

1. I am over the age of eighteen years and I am not a party to this action.
2. On July 30, 2007, I served a complete copy of Defendant SK Shipping Co. Ltd.'s

Answer by ECF to the following attorney at their ECF registered address and by regular U.S.

Mail at the following address:

CASEY & BARNETT, LLC
317 Madison Ave., 21st Floor
New York, NY 10017
212-286-0225

s/ Amanda Magri
Amanda Magri

DATED: New York, New York
July 30, 2007